

**ITEL**

RECORDATION NO.

Filed 1425

**Rail Division**

Two Embarcadero Center  
 San Francisco, California 94111  
 (415) 955-9090  
 Telex 34234

FEB 2 1981 - 1 10 PM

January 30, 1981 **INTERSTATE COMMERCE COMMISSION**

Ms. Agatha Mergenovich, Secretary  
 Interstate Commerce Commission  
 Washington, D.C. 20423

No.

FEB - 2 1981

Date.....

Fee \$ 20.00

ICC Washington, D. C.

Re: Amendment No. 4 dated as of January 7, 1981 between Itel Corporation, Rail Division and Green Bay and Western Railroad Company to that certain Lease Agreement, dated as of March 8, 1979 between Itel Corporation, Rail Division and Green Bay and Western Railroad Company

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation, Rail Division, for filing and recordation, as an additional filing under the Lease Agreement dated as of March 8, 1979 which was filed on May 10, 1980 at 2:00 PM and given Recordation No. 10362, four (4) originals of the following document:

Amendment No. 4 dated as of January 7, 1981

The names and addresses of the parties to the aforementioned document are:

1. Itel Corporation, Rail Division  
Two Embarcadero Center  
San Francisco, CA 94111
2. Green Bay and Western Railroad Company  
P.O. Box 2507  
Green Bay, Wisconsin 54306

Please cross-index the above referenced document with the following document, which was filed under Recordation No. 10837:

United States Railway Leasing Company, Railroad Car Lease Agreement, dated July 16, 1979 between United States Railway Leasing Company and Itel Corporation, Rail Division.

RECEIVED  
 FEB 2 1 00 PM '81  
 I.C.C.  
 FEE OPERATIONS

*C. J. Kaplan*  
*C. J. Kaplan*

The equipment covered by Amendment No. 4 is 100 70-ton boxcars (AAR mechanical designation XM; 50'6" in length, 9'6" in inside width and 11' in height), marked GBW 7450 through and including GBW 7549.

Enclosed also a check for \$20.00 for the required recordation fee (\$10.00) and cross-indexing fee (\$10.00).

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining four (4) counterparts be delivered to the bearer of this letter.

Sincerely,

A handwritten signature in cursive script, reading "Patricia Salas Pineda".

Patricia Salas Pineda  
Counsel

PSP/jsf  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

2/3/81

OFFICE OF THE SECRETARY

**Patricia Salas Pineda, Counsel**  
**Itel Rail Division**  
**Two Embarcadero Center**  
**San Francisco, Calif. 94111**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/2/81** at **1:10pm**, and assigned re-  
recording number(s).

**10362-F**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

L-0106  
1/7/80

RECORDATION NO. 10362-F  
Filed 1428

FEB 2 1981 .1 10 PM

AMENDMENT NO. 4

INTERSTATE COMMERCE COMMISSION

This AMENDMENT NO. 4 (the "Amendment") to that certain lease agreement (the "Lease") made as of March 8, 1979, between **IteI Corporation, Rail Division**, and **Green Bay and Western Railroad Company** is made this 7th day of January, 1981, by and between **ITEL CORPORATION, RAIL DIVISION**, a Delaware corporation ("Lessor"), as Lessor, and **GREEN BAY AND WESTERN RAILROAD COMPANY**, a Wisconsin corporation ("Lessee"), as Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Lease pursuant to which a number of boxcars described therein have been delivered by Lessor to Lessee;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. Each reference to the term "Cars" in Amendment No. 3, executed on December 18, 1980, attached to and incorporated into the Lease, shall be deleted and replaced by the term "Group I Cars."
3. The mechanical designation of the one hundred (100) boxcars bearing reporting marks GBW 7450 through and including GBW 7549 (hereinafter referred to as the "Group II Cars"), which are referenced on Equipment Schedule No. 4A, executed on September 24, 1979, attached to and incorporated into the Lease, shall be changed and remarked from "XM" to "XP" at Lessee's sole expense. In addition, Lessee shall, at its sole expense, modify the Group II Cars structurally so that they qualify for the "XP" mechanical designation pursuant to the rules of the Association of American Railroads.
4. In accordance with Section 3 above, Equipment Schedule No. 4A shall be amended, with respect to the Group II Cars only, by the deletion of the letters "XM" from the "AAR Mechanical Designation column" and by the substitution therefor of the letters "XP", said amendment to become effective upon the remarking of the Group II Cars.
5. If, at any later date, during the Initial Term, Lessor should desire to change the mechanical designation of the Group II Cars back to "XM" (subject to AAR circular No. OT-5-E), or to any other mechanical designation, Lessor shall be entitled to do so at Lessor's expense, provided, however, that Lessee may maintain the "XP" mechanical designation of the Group II Cars upon obtaining Lessor's prior written consent.
6. If, at any later date, during the Initial Term, Lessee should desire to change the mechanical designation of the Group II Cars back to "XM", or to any other mechanical designation, Lessee shall be entitled to do so upon obtaining Lessor's prior written consent.

7. Upon any remarking and redesignation under Sections 5 and 6, Lessor shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and current mechanical designation of each Group II Car.
8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION  
RAIL DIVISION

By: 

Title: President

Date: Jan 21, 1981

GREEN BAY AND WESTERN  
RAILROAD COMPANY

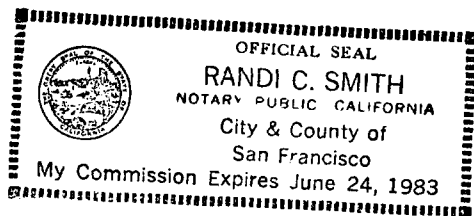
By: 

Title: President

Date: January 8, 1981

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF SAN FRANCISCO    )

On this 21<sup>st</sup> day of JANUARY, 1981, before me personally appeared  
EDWARD M. O'DEA, to me personally known, who being by me duly  
sworn says that such person is PRESIDENT of **Intel Corporation, Rail**  
**Division**, that the foregoing Amendment No. 4 was signed on behalf of said corporation  
by authority of its board of directors, and such person acknowledged that the execution  
of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith  
Notary Public

STATE OF WISCONSIN                    )  
  ) ss:  
COUNTY OF BROWN                    )

On this 8th day of January, 1981, before me personally  
appeared Joseph R. Galassi, to me personally known, who being  
by me duly sworn says that such person is President of **Green Bay and Western**  
**Railroad Company**, that the foregoing Amendment No. 4 was signed on behalf of said  
corporation by authority of its board of directors, and such person acknowledged that  
the execution of the foregoing instrument was the free act and deed of said corporation.

Robert L. Goethe  
Notary Public

Robert L. Goethe  
Notary Public State of Wisconsin  
My Commission Expires Feb. 28, 1982